



## COUNTY OF LOS ANGELES

### FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

May 17, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

51 MAY 17, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AUTHORIZE AND APPROVE THE AGREEMENT TO ACCEPT A DONATION,  
VALUED AT \$32,000, FROM WEST BASIN MUNICIPAL WATER DISTRICT TO INSTALL AND  
IMPLEMENT A DROUGHT RESISTANT LANDSCAPE DEMONSTRATION PROJECT AT FIRE  
STATION 171 IN INGLEWOOD  
(2nd DISTRICT) (3 VOTES)**

### SUBJECT

The Consolidated Fire Protection District (Fire District) is requesting authorization and approval to accept a donation, valued at an estimated \$32,000, from West Basin Municipal Water District (Water District) to implement and install a drought resistant landscape demonstration project at Fire Station 171 in the City of Inglewood.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

- 1) Authorize the Fire District to accept a donation, valued at an estimated \$32,000, from the Water District to install and implement a drought resistant landscape demonstration project at Fire Station 171 in the City of Inglewood.
- 2) Approve and instruct the Mayor to sign the attached Agreement regarding the Ocean Friendly Garden Demonstration Project as required by the Water District to implement a drought resistant landscape demonstration project at Fire Station 171.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Water District provides free ocean-friendly gardens to cities and public spaces within its service area under an Ocean-Friendly Demonstration Garden Program to promote drought tolerant landscaping. Their goal is to promote landscaping with low carbon emissions, minimal water run-off, and reduced energy consumption. When the Water District learned that the Fire District was undertaking a landscaping project at Fire Station 171, the Water District offered to implement and install a drought resistant landscape at minimal cost to the Fire District. The implementation of an ocean friendly garden will also yield long-term savings by reducing the amount of irrigation required at Fire Station 171.

Under the terms of the Agreement, the Water District will provide landscape services including a landscape designer, a licensed landscape contractor, all required materials, and the labor necessary to install the garden. In exchange, the Fire District is responsible for the demolition of the existing landscape, which has been almost completed by the Fire District, and any soil treatments recommended by the landscape contractor. The Fire District must post an interpretive sign to include all logos of the funding partners and participating entities, including the West Basin Water District, the Surfrider Foundation, the City of Inglewood, and the County of Los Angeles. The Fire District will be responsible for maintaining the ocean friendly garden for five years or when our service agreement with the City of Inglewood is terminated, whichever is sooner. The Fire District has final approval of the design of the garden.

### **Implementation of Strategic Plan Goals**

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

A landscaping project was already underway at Fire Station 171 by Fire District staff prior receiving the Water District's offer of assistance, and the demolition of the existing landscape is nearly complete. Any Fire District incidental costs to complete the soils and demolition work will be funded by the existing S&S budget. Under the proposed Agreement, the Water District would be responsible for all required materials and labor to install the ocean-friendly garden free of charge.

Our service agreement between the Fire District and the City of Inglewood requires the Fire District to maintain the landscaping at Fire Station 171. Some minor savings in future landscape maintenance costs at Fire Station 171 are anticipated as the ocean-friendly garden is expected to reduce water usage for irrigation. There is no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Section 2.4.2, of the County Fiscal Manual authorizes the acceptance of gifts and donations for public use.

The Agreement was approved by the Water District on April 6, 2011.

The Agreement has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

This project is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will authorize the Water District to install the new landscaping, relieving Fire District staff of the task so that they are available to complete landscaping work at other facilities. There is no impact on emergency services.

### **CONCLUSION**

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) signed originals and two (2) copies of the Agreement and a copy of the adopted board letter to:

Consolidated Fire Protection District of Los Angeles County  
Planning Division  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
Attention: Debbie Aguirre, Division Chief

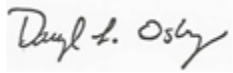
The Fire District will forward one fully executed original to the Water District for their records.

The Honorable Board of Supervisors

5/17/2011

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Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Daryl L. Osby", written in dark ink on a light background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller  
Executive Officer, Board of Supervisors

**AGREEMENT NO. W2238  
BETWEEN  
WEST BASIN MUNICIPAL WATER DISTRICT  
AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
COUNTY REGARDING OCEAN FRIENDLY GARDEN DEMONSTRATION PROJECT**

**West Basin Municipal Water District** ("Water District") and the **Consolidated Fire Protection District of Los Angeles County** ("CFPD"), (together referred to as "Parties" or each individually, "Party"), agree to the following terms as of May 17, 2011.

**Section 1. Introduction.**

1.1. The West Basin Municipal Water District ("Water District") has established an Ocean-Friendly Demonstration Garden Program. The program involves providing a free garden to cities and public spaces within the Water District's service area. Water District will provide a landscape designer (G3, the Green Gardens Group), materials, and labor (both volunteer and paid), as well as a licensed landscape contractor to install the garden. The Surfrider Foundation will also provide consulting services and volunteer labor when needed.

1.2. Water District and CFPD desire to work together to implement the installation of an Ocean Friendly Garden ("OFG") at Fire Station 171, located at 141 W. Regent Street, Inglewood, CA to further their common interest in promoting ocean friendly landscape design which will help improve water supply and quality in the region.

**Section 2. Obligations of the Parties.**

2.1. Water District may provide certain landscape related services (described below) to CFPD as its contribution to CFPD's OFG. These landscape services may include a landscape designer, a licensed landscape contractor, all required materials, and any other necessary labor to install the OFG.

2.2. CFPD will provide a location for the OFG, and ensure access for the design and installation crews to inspect the site and install the OFG. CFPD will also

provide site measurements to the Water District, pay for and obtain all necessary permits, provide the site preparation (i.e. demolition of existing materials and soil treatments necessary if suggested by the landscape designer), and post an interpretive sign at the site (this sign shall designate the garden as "Ocean-Friendly" and include all logos of the funding partners and participating entities).

2.3. CFPD shall continue to maintain all areas of the OFG in accordance with their existing service agreement with the City of Inglewood, which requires CFPD to maintain the landscape of the fire station. If the OFG is not installed and maintained for a 5-year period following installation the Water District may, at its own discretion, require reimbursement of all funds spent designing and installing the OFG. In the unlikely event that the current service agreement between the CFPD and the City of Inglewood is not renewed during the 5-year period, the Water District shall not require reimbursement from the CFPD.

### **Section 3. Indemnification**

3.1. CFPD shall hold harmless, defend at its own expense, and indemnify Water District, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of CFPD or its officers, agents, or employees arising from or in connection with the funding or activities performed under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from Water District's negligence or willful acts.

3.2. Water District shall hold harmless, defend at its own expense, and indemnify CFPD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of Water District or its officers, agents, or employees arising from or in connection with the funding or activities performed under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from CFPD's negligence or willful acts.

## Section 4. Assignment

4.1. CFPD shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the Water District.

## Section 5. Independent Contractor

5.1. The CFPD is a separate public entity and not an employee of the Water District.

## Section 6. Applicable Law

6.1. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

## Section 7. Integration

7.1. This Agreement represents the entire understanding of the Parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

**WEST BASIN MUNICIPAL WATER DISTRICT**

By   
Richard Nagel, General Manager

Date 4/6/11

APPROVED AS TO FORM:

By   
Lemieux and O'Neill, Water District Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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MAY 17 2011

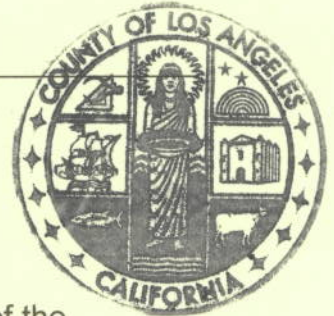
  
SACHI A. HAMAI  
EXECUTIVE OFFICER



**CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

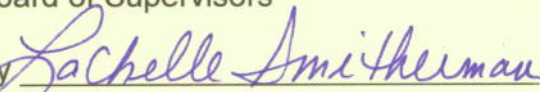
By   
Mayor, Board of Supervisors

Date MAY 17 2011



ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of the  
Board of Supervisors

By   
Deputy

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN

By   
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By   
Deputy

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